

**WB-28 COOPERATIVE AGREEMENT**

**For cooperation with out-of-state brokers involved in purchase/lease of Wisconsin property listings**

1 This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
2 between \_\_\_\_\_,  
3 a Wisconsin licensed real estate broker (Wisconsin Firm) and \_\_\_\_\_  
4 \_\_\_\_\_, a licensed real estate broker from the state of  
5 \_\_\_\_\_ (Cooperating Firm), pursuant to Wis. Stat. § 452.137, regarding cooperation  
6 with respect to the following property listed by the Wisconsin Firm: \_\_\_\_\_  
7 \_\_\_\_\_ [Street Address] in the \_\_\_\_\_ of  
8 \_\_\_\_\_, County of \_\_\_\_\_, Wisconsin (insert  
9 additional description, if any, in additional provisions at lines 75-92 or attach an addendum per line 74) (Property).

10 **NOTE: Each cooperative agreement may cover only one listing contract of the Wisconsin Firm.**

11 **COOPERATING FIRM IDENTIFICATION**

12 Name of Cooperating Firm or Sole Proprietor: \_\_\_\_\_  
13 Address: \_\_\_\_\_  
14 License Number: \_\_\_\_\_  
15 Federal Tax ID Number: \_\_\_\_\_  
16 Name of Supervising Broker: \_\_\_\_\_  
17 State and License Number: \_\_\_\_\_

18 Authorized Agents may act as a salesperson in this state only if Cooperating Firm with whom they are affiliated satisfies  
19 all requirements of this Agreement and Wis. Stat. § 452.137(2), and Authorized Agents work under the direct  
20 supervision of Cooperating Firm and represent only Cooperating Firm in the transaction.

21 Name(s) of Authorized Agents, if any, of Cooperating Firm:  
22 Name: \_\_\_\_\_ State and License Number: \_\_\_\_\_  
23 Name: \_\_\_\_\_ State and License Number: \_\_\_\_\_

24 **EVIDENCE OF GOOD STANDING**

Cooperating Firm and any Authorized Agents have provided Wisconsin Firm with  
25 evidence, including but not limited to copies of valid license(s) in good standing, and are regularly and lawfully engaged  
26 in real estate practice in their state of licensure (evidence might include a link to current online records, contact  
27 information for the state licensing agency, etc.).

28 **TERMS OF COOPERATION**

Cooperating Firm, and any Authorized Agents permitted by this Agreement agree(s) to  
29 participate in the transaction only in the following manner:

- 30  Conduct showings in accordance with showing instructions provided by Wisconsin Firm.
- 31  Negotiate only through Wisconsin Firm.
- 32  Participate in this transaction only after a seller provided confidentiality agreement is signed.
- 33  Write offers, leases and other proposals.
- 34  Use Wisconsin-approved forms and addenda provided by Wisconsin Firm.
- 35  Cooperating Firm represents that it shall maintain Errors and Omissions Insurance in a dollar amount adequate  
36 for the contemplated Wisconsin transaction throughout any transactions relative to this Agreement and the  
37 Property.

38 Additional limitations/qualifications: \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_

43 **COMPENSATION**

The Cooperating Firm's compensation shall be \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_

47 **NOTE: No person may pay Cooperating Firm a commission, money, or other thing of value for brokerage**  
48 **services except pursuant to this Agreement. For a Wisconsin Firm to legally compensate Cooperating Firm**  
49 **under this Agreement, Cooperating Firm must be licensed or regularly and lawfully engaged in the real estate**  
50 **brokerage business in another state, a territory or possession of the United States or a foreign country.**

51 **TRUST ACCOUNT** All client funds, as defined in Wis. Stat. § 452.13, received by Cooperating Firm or Wisconsin Firm  
52 in connection with a transaction subject to this Agreement shall be deposited in a trust account maintained by  
53 Wisconsin Firm.

54 **LEGAL COMPLIANCE** By signing this Agreement, Cooperating Firm and any Authorized Agents agree to abide by,  
55 and be subject to, Wisconsin law and the rules and regulations of the Wisconsin Real Estate Examining Board (REEB).  
56 **Cooperating Firm agrees to file the irrevocable consent form and any other forms provided by the Wisconsin**  
57 **Department of Safety and Professional Services to evidence compliance with Wis. Stat. § 452.137.**

58 **AGENCY DISCLOSURE** Wisconsin Firm may have, and Cooperating Firm does have, a responsibility to provide a  
59 written agency disclosure to all buyers, under Wis. Stat. Ch. 452.

60 **DOCUMENTATION** Cooperating Firm shall maintain the originals or copies of all documents Cooperating Firm  
61 receives, maintains, or generates in connection with any transaction regarding the Property for at least 3 years after the  
62 date of closing or completion of the transaction, or, if no closing or completion occurs, 3 years after the date on which  
63 the parties executed this Agreement. Cooperative Firm shall deposit with Wisconsin Firm, no later than the conclusion  
64 of this transaction, copies of all documents Cooperating Firm is required to maintain unless the parties to this  
65 Agreement agree in writing that Cooperating Firm is not required to do so.

66 **COOPERATING FIRM PROHIBITIONS** Because Cooperating Firm does not hold a Wisconsin Real Estate license,  
67 Cooperating Firm may not under any circumstances enter into a listing contract concerning Wisconsin real estate or  
68 businesses, or for commission, money, or other thing of value, promote or advertise in this state the sale, exchange,  
69 purchase, option, rental, or leasing of real estate or a business located in this state, including by posting signs on the  
70 property. Cooperating Firm and any Authorized Agents may not act under this Cooperative Agreement on behalf of a  
71 firm who is not a party to this Agreement.

72 **TERM** This Agreement continues as long as Wisconsin Firm's listing for the Property, including any extensions,  
73 remains in force, unless otherwise agreed in writing.

74  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Agreement.

75 **ADDITIONAL PROVISIONS** \_\_\_\_\_

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93 The terms of this Agreement, including any addenda and additional provisions, contains the entire Agreement between  
94 the Firms and shall not include terms that violate Wis. Stat. § 452.137.

95 **By signing this Agreement, Cooperating Firm agrees to and attests that Cooperating Firm and Authorized**  
96 **Agent(s) is/are licensed in good standing or are otherwise authorized to act as a broker or salesperson in a**  
97 **jurisdiction other than this state. This Agreement is only valid if Cooperating Firm has provided Wisconsin Firm**  
98 **with evidence of licensure(s) in good standing.**

99 Wisconsin Firm Name: \_\_\_\_\_

100 (x) \_\_\_\_\_

101 Wisconsin Firm's Signature ▲      Print Name ►      Date ▲

102 Cooperating Firm or Sole Proprietor Name: \_\_\_\_\_

103 (x) \_\_\_\_\_

104 Cooperating Firm's Signature ▲      Print Name ►      Date ▲

# Wisconsin Department of Safety and Professional Services

**Mail To:** P.O. Box 8935  
Madison, WI 53708-8935  
**FAX #:** (608) 261-7083  
**Phone #:** (608) 266-2112

**Ship To:** 1400 E. Washington Avenue  
Madison, WI 53703  
**E-Mail:** [dsps@wisconsin.gov](mailto:dsps@wisconsin.gov)  
**Website:** <http://dsps.wi.gov>

## REAL ESTATE EXAMINING BOARD

### IRREVOCABLE CONSENT FOR NONRESIDENTS

**Instructions:** Fill out applicable section(s).

**Section A** – Per Wis. Stats. § 452.11, every nonresident applicant, and every resident licensee who becomes a nonresident, shall file with the Board an irrevocable consent that actions may be commenced against the applicant or licensee in the proper court of any county of the state in which a cause of action arises or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of this state on the Board or any duly authorized employee. The consent shall stipulate and agree that such service is valid and binding as due service upon the applicant or licensee in all courts in this state. The consent shall be duly acknowledged and, if made by a corporation, shall be authenticated by the corporate seal.

**Section B** - Per Wis. Stats. § 452.137(2), an out-of-state broker who is a party to a cooperative agreement with a firm, and any out-of-state salesperson of the out-of-state broker, shall comply with the laws of this state, and the out-of-state broker shall file with the Board an irrevocable consent that actions may be commenced against the out-of-state broker in the proper court of any county in this state in which a cause of action arises or the plaintiff resides, by the service of any process or pleading authorized by the laws of this state on the Board or any duly authorized employee. The consent shall stipulate and agree that such service is valid and binding as due service upon the out-of-state broker in all courts in this state. The consent shall be duly acknowledged and, if made by a corporation, shall be authenticated by the corporate seal.

#### Section A: Irrevocable Consent for Nonresident Applicants and Licensees

**Name of Individual or Business Entity:**

**WI License Number:**

**Address of Individual or Business Entity:** (street, city, state, zip)

#### Acknowledgement:

The applicant or business representative herein, does hereby consent irrevocably that suits and actions may be commenced against the applicant in the proper court of any county in the State of Wisconsin in which a cause of action may arise or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of the State of Wisconsin on the Wisconsin Department of Safety and Professional Services or any duly authorized employee thereof, and does hereby stipulate and agree that such service of such process or pleading shall be taken and held in all courts to be valid and binding as if due services had been made upon said applicant in the State of Wisconsin.

**Signature of Applicant or Business Representative**

**Date**

CORPORATE SEAL  
(if applicable)

# Wisconsin Department of Safety and Professional Services

## Section B: Cooperative Agreement

Name of Individual or Business Entity:

WI License Number:

Address of Individual or Business Entity: (street, city, state, zip)

Name of Cooperating Firm: (Sole Proprietor Broker or Broker Business Entity)

License Number:

Address of Cooperating Firm: (street, city, state, zip)

### Acknowledgement:

The sole proprietor broker or broker business representative herein, does hereby consent irrevocably that suits and actions may be commenced against the Cooperating Firm in the proper court of any county in the State of Wisconsin in which a cause of action may arise or in which the plaintiff resides, by the service of any process or pleading authorized by the laws of the State of Wisconsin on the Wisconsin Department of Safety and Professional Services or any duly authorized employee thereof, and does hereby stipulate and agree that such service of such process or pleading shall be taken and held in all courts to be valid and binding as if due services had been made upon said applicant in the State of Wisconsin.

Signature of Sole Proprietor Broker or Business Representative for Cooperating Firm

Date

CORPORATE SEAL  
(if applicable)